

SOLICITATION OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		DO	PAGE OF <div style="text-align: right;">1 68 PAGES</div>
2. CONTRACT NO.	3. SOLICITATION NO. <div style="text-align: center;">N68335-00-R-0477</div>	4. TYPE OF SOLICITATION <div style="text-align: center;">UNRESTRICTED</div>	5. DATE ISSUED <div style="text-align: center;">30 May 2001</div>	6. REQUISITION/PURCHASE NO. <div style="text-align: center;">N68335-0000-0004</div>	
		<input checked="" type="checkbox"/> SEALED BID (IFB)			
		<input checked="" type="checkbox"/> NEGOTIATED (RFP)			
7. ISSUED BY <div style="text-align: center;">CONTRACTING OFFICER NAVAL AIR WARFARE CENTER AIRCRAFT DIVISION Hwy 547 LAKEHURST NJ 08733-5083</div>		CODE <div style="text-align: center;">N68335</div>	8. ADDRESS OFFER TO (If other than Item 7) <div style="text-align: center;">Commanding Officer, ATTN: Rodney Ange (Code 2.5.1.5.3) Naval Aviation Depot PSC Box 8021, "A" Street, Bldg. 143 Cherry Point, NC 28533-0021</div>		
			NAICS Code 49319 Size Standard: \$18.5 M		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

SOLICITATION

9. Sealed offers in original and (see L.102) copies for furnishing the supplies or services in the Schedule will be received at the place specified in Block 8, or if handcarried, in the depository located -- See Block 8 --, until 2:00 p.m. local time closing/opening date **29 June 2001**.

CAUTION -- LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and Conditions contained in this solicitation.

10. FOR INFORMATION CALL	A. NAME <div style="text-align: center;">CAROL A. MONTGOMERY</div>	B. TELEPHONE (NO COLLECT CALLS) <div style="text-align: center;">732-323-2812</div>	C. E-MAIL ADDRESS <div style="text-align: center;">montgomeryca@navair.navy.mil</div>
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted with _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS <div style="text-align: center;">%</div>	20 CALENDAR DAYS <div style="text-align: center;">%</div>	30 CALENDAR DAYS <div style="text-align: center;">%</div>	CALENDAR DAYS <div style="text-align: center;">%</div>
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NO. (Include area code)			18. OFFER DATE
15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	

AWARD (To be completed by the Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)() </div>		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA <div style="text-align: center;">(Signature of Contracting Officer)</div>	28. AWARD DATE

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

NO RESPONSE FOR REASONS CHECKED			
	CANNOT COMPLY WITH SPECIFICATIONS		CANNOT MEET DELIVERY REQUIREMENT
	UNABLE TO IDENTIFY ITEM(S)		DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
	OTHER (Specify)		
	WE DO	WE DO NOT, DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED	
NAME AND ADDRESS OF FIRM (Include Zip Code)		SIGNATURE	
		TYPE OR PRINT NAME AND TITLE OF SIGNER	
<div> FROM: <div style="float: right;">AFFIX STAMP HERE</div> <div style="clear: both;"></div> <div style="margin-top: 100px;"> TO: Naval Air Warfare Center Aircraft Division Contracts Department ATTN: Carol A. Montgomery Code 2.5.2.2.3, MS 129-2 Highway 547 Lakehurst, New Jersey 08733-5082 <div style="margin-left: 20px;">E mail: montgomeryca@navair.navy.mil</div> </div> <div style="margin-top: 20px;"> SOLICITATION NO. <u>N68335-00-R-0477</u> DATE AND LOCAL TIME <u>2:00 P.M.</u> </div> </div>			

CAUTION SHEET

IT IS THE POLICY OF THE U.S. NAVY TO DEPEND ON BOTH GOVERNMENT AND COMMERCIAL SOURCES TO PROVIDE NECESSARY SERVICES WITH MAXIMUM COST EFFECTIVENESS.

THE NAVY REVIEWS ALL COMMERCIAL ACTIVITIES TO DETERMINE WHETHER THE PRESENT METHOD OF PERFORMANCE SHOULD BE CONTINUED, OR IF A COST COMPARISON SHOULD BE CONDUCTED IN ORDER TO DETERMINE THE MOST ECONOMICAL METHOD OF PERFORMANCE.

THIS ACQUISITION IS TO BE CONDUCTED IN ACCORDANCE WITH THE COST COMPARISON PROCEDURES OF OMB CIRCULAR A-76.

USING THE BEST VALUE METHOD OF SELECTION, A COMMERCIAL SOURCE OF SUPPLY WILL BE SELECTED TO COMPETE AGAINST THE GOVERNMENT IN THE SECOND PART OF THE PROCESS, IN ORDER TO DETERMINE THE MOST ECONOMICAL METHOD OF CONDUCTING BUSINESS.

THIS ACQUISITION WILL PROCURE THE SERVICES TO PROVIDE ALL SUPERVISION, PERSONNEL, EQUIPMENT, MATERIAL AND OTHER ITEMS AND SERVICES NECESSARY TO MANAGE AND OPERATE VARIOUS MATERIAL MANAGEMENT FUNCTIONS IN ACCORDANCE WITH THE PERFORMANCE WORK STATEMENT FOUND IN SECTION C OF THIS DOCUMENT.

THESE SERVICES WILL BE PERFORMED PRIMARILY AT THE NAVAL AVIATION DEPOT, MARINE CORPS AIR STATION, CHERRY POINT, NORTH CAROLINA.

NOTICES TO OFFERORS

1. NOTICE IS GIVEN TO OFFERORS THAT AN IN-HOUSE COST ESTIMATE IS BEING DEVELOPED AND A CONTRACT MAY OR MAY NOT RESULT FROM THIS SOLICITATION. SEE SECTION I, - CLAUSE 52.207-2 NOTICE OF COST COMPARISON (NEGOTIATED)(FEB 93), AND SECTION I – CLAUSE 52.207-3 RIGHT OF FIRST REFUSAL OF EMPLOYMENT (NOV 91) .
2. IN ACCORDANCE WITH CLAUSE 52.207-2, A PUBLIC REVIEW PERIOD OF THE SOLICITATION RESULTS WILL BE IN EFFECT FOR 30 CALENDAR DAYS.
3. IN ACCORDANCE WITH FAR 7-307, APPEALS CONCERNING SPECIFIC OBJECTIONS ON THE CALCULATION OF THE COST COMPARISON, BY PARTIES DIRECTLY AFFECTED, MAY BE SENT TO:

CONTRACTING OFFICER
NAVAL AIR WARFARE CENTER AIRCRAFT DIVISION
CONTRACTS DEPARTMENT
CODE 2.5.2.2.3NL, MS 129-2
HIGHWAY 547
LAKEHURST, NJ 08733-5082
4. REFERENCES TO “KO” THROUGHOUT THE SOLICITATION MEANS “CONTRACTING OFFICER”.
5. REFERENCES TO “NADEP THROUGHOUT THE SOLICITATION MEANS “NAVAL AVIATION DEPOT, MARINE CORPS AIR STATION CHERRY POINT, NORTH CAROLINA”.
6. REFERENCE IS MADE TO THE “ID/IQ CLIN”. “ID/IQ” MEANS “INDEFINITE DELIVERY / INDEFINITE QUANTITY”. “CLIN” MEANS “CONTRACT LINE ITEM NUMBER”. THE ID/IQ CLIN IS FOR LEVEL OF EFFORT WORK THAT MAY BE REQUIRED IN ADDITION TO THE FFP REQUIREMENTS FOR EACH PERFORMANCE PERIOD. THE LABOR CATEGORIES MAY NOT BE THE SAME AS REQUIRED FOR THE FFP REQUIREMENTS. THE WORK HOUR ESTIMATES HAVE NO RELATION TO THE FFP REQUIREMENTS. THIS CLIN WILL BE EVALUATED AND BE SUBJECT TO NEGOTIATION, BUT NOT SUBJECTED TO THE COST COMPARISON WITH THE GOVERNMENT.
7. UNLESS OTHERWISE REFERENCED WITH -- (ID/IQ), CLAUSES/PROVISIONS IN THIS SOLICITATION PERTAIN TO ALL CLINS LISTED IN SCHEDULE B.
8. **REMINDER: PAST PERFORMANCE SURVEYS** ARE DUE IN THE CONTRACTS DEPARTMENT, LAKEHURST, NJ BY CLOSING DATE OF THIS SOLICITATION – SEE L.102 FOR DETAILS.
9. **TECHNICAL PROPOSAL SUBMISSIONS** (OTHER THAN PAST PERFORMANCE SURVEYS) SHALL **BE SENT TO** THE ADDRESS LISTED IN **BLOCK 8** OF THE SF 33.

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 TERM OF CONTRACT

The basic term of this contract is thirteen months beginning 01 September 2002, or the effective date of the contract (whichever is later). Note – The basic term of performance consists of the parts: (1) Transition Period and (2) Full Performance – Base Period. The Transition Period is anticipated to commence on 01 September 2002 and continue through 30 September 2002 (see CLIN 0002). The Transition Period will immediately be followed by a full twelve-month contract performance period that shall commence on 01 October 2002, ending 30 Sept 2003. The term of the FULL contract performance period will be 01 October 2002 through 30 September 2007 (5 YEARS).

First Option: The contract term may be extended one year. The extension begins one year after the effective date of the base contract. (01 October 2003 through 30 September 2004.)

Second Option: The contract term may be extended one year. The extension begins one year after the effective date of the First Option. (01 October 2004 through 30 September 2005.)

Third Option: The contract term may be extended one year. The extension begins one year after the effective date of the Second Option. (01 October 2005 through 30 September 2006.)

Fourth Option: The contract term may be extended one year. The extension begins one year after the effective date of the Third Option. (01 October 2006 through 30 September 2007.)

The contractor of ISSA shall provide the following material management services in strict accordance with Section C and the terms and conditions of this solicitation/contract.

B.2 SCHEDULE. (SEE FOLLOWING PAGES).

CLIN	DESCRIPTION	QUANTIT Y	UNIT	UNIT PRICE	AMOUNT
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	<u>BASE PERIOD</u>				
	Firm Fixed-Price Work				
0001	Material Management Support Svs. To include all costs associated with activities required to achieve PWS identified in Section C. Period of Performance: 01 OCT 02 through 30 Sep 2003. <u>Manage Programs</u>			XXXXXX	XXXXXX
0001AA	Update database in accordance with PWS Section C-5.3.2	12	MO	\$ _____	\$ _____
0001AB	Determine material requirements in accordance with PWS Section C- 5.3.3	12	MO	\$ _____	\$ _____
0001AC	Forecast material in accordance with PWS Section C-5.3.4	12	MO	\$ _____	\$ _____
0001AD	Provide material status in accordance with PWS Section C-5.3.5	12	MO	\$ _____	\$ _____
0001AE	Maintain financial records in accordance with PWS Section C- 5.3.6	12	MO	\$ _____	\$ _____
0001AF	Provide technical and administrative support in accordance with PWS Section C-5.3.7	12	MO	\$ _____	\$ _____
	<u>Managing Material</u>				
0001AG	Provide acquiring material function in accordance with PWS Section C- 5.4.2	12	MO	\$ _____	\$ _____
0001AH	Provide receive function in accordance with PWS Section C- 5.4.3	12	MO	\$ _____	\$ _____
CLIN	DESCRIPTION	QUANTIT	UNIT	UNIT PRICE	AMOUNT

		Y			
0001AJ	Manage inventory in accordance with PWS Section C-5.4.4	12	MO	\$_____	\$_____
0001AK	All other requirements associated with CLIN 0001 not specifically captured in 1AA-AJ	12	MO	\$_____	\$_____
0002	Transition Period (Phase-In) IAW PWS. 1 SEPT 02 - 30 SEPT 02	1	MO	\$_____	\$_____
0003	Data to be in accordance with DD Form 1423, Exhibit A, attached	1	LO	NSP	NSP
0004	Materials (in accordance with Section C-4 of the PWS)	1	LO	\$500,000.00	\$500,000.00
0005	Travel (in support of CLIN 0001)	1	LO	\$500,000.00	\$500,000.00
0006	Indefinite Delivery / Indefinite Quantity (ID/IQ) Work Craft hour, subject to the Service Contract Act (SCA), for work outside normal hours, one-time work surges, etc.	Maximum Number of Hours		XXXXXX	XXXXXX
0006AA	Material Handling – Laborer	120	Per hour	\$_____	\$_____
0006AB	Supply Clerk	120	Per hour	\$_____	\$_____
0006AC	Supply Technician	120	Per hour	\$_____	\$_____
0006AD	Equipment Specialist	120	Per hour	\$_____	\$_____
0007	Data to be in accordance with DD Form 1423,	1	LO	NSP	NSP

TOTAL for Base Period _____

CLIN	DESCRIPTION	QUANTIT Y	UNIT	UNIT PRICE	AMOUNT
	<u>OPTION YEAR 1</u>				
	Firm Fixed-Price Work				
0008	Material Management Support Svs. To include all costs associated with activities required to achieve PWS identified in Section C. Period of Performance: 01 Oct 2003 through 30 Sep 2004.			XXXXXX	XXXXXX
	<u>Manage Programs</u>				
0008AA	Update database in accordance with PWS Section C-5.3.2	12	MO	\$_____	\$_____
0008AB	Determine material requirements in accordance with PWS Section C- 5.3.3	12	MO	\$_____	\$_____
0008AC	Forecast material in accordance with PWS Section C-5.3.4	12	MO	\$_____	\$_____
0008AD	Provide material status in accordance with PWS Section C-5.3.5	12	MO	\$_____	\$_____
0008AE	Maintain financial records in accordance with PWS Section C- 5.3.6	12	MO	\$_____	\$_____
0008AF	Provide technical and administrative support in accordance with PWS Section C-5.3.7	12	MO	\$_____	\$_____
	<u>Managing Material</u>				
0008AG	Provide acquiring material function in accordance with PWS Section C- 5.4.2	12	MO	\$_____	\$_____
0008AH	Provide receive function in accordance with PWS Section C- 5.4.3	12	MO	\$_____	\$_____
CLIN	DESCRIPTION	QUANTIT	UNIT	UNIT PRICE	AMOUNT

		Y			
0008AJ	Manage inventory in accordance with PWS Section C-5.4.4	12	MO	\$_____	\$_____
0008AK	All other requirements associated with CLIN 0008 not specifically captured in 1AA-AJ	12	MO	\$_____	\$_____
0009	Data to be in accordance with DD Form 1423, Exhibit A, attached	1	LO	NSP	NSP
0010	Materials (in accordance with Section-C of the PWS)	1	LO	\$500,000.00	\$500,000.00
0011	Travel (in support of CLIN 0008)	1	LO	\$500,000.00	\$500,000.00
	Indefinite Delivery / Indefinite Quantity (ID/IQ) Work				
0012	Craft hour, subject to the Service Contract Act (SCA), for work outside normal hours, one-time work surges, etc.	Maximum Number of Hours		XXXXXX	XXXXXX
0012AA	Material Handling – Laborer	120	Per hour	\$_____	\$_____
0012AB	Supply Clerk	120	Per hour	\$_____	\$_____
0012AC	Supply Technician	120	Per hour	\$_____	\$_____
0012AD	Equipment Specialist	120	Per hour	\$_____	\$_____
0013	Data to be in accordance with DD Form 1423	1	LO	NSP	NSP

TOTAL for Option Year 1 _____

CLIN	DESCRIPTION	QUANTIT Y	UNIT	UNIT PRICE	AMOUNT
	<u>OPTION YEAR 2</u>				
	Firm Fixed-Price Work				
0014	Material Management Support Svs. To include all costs associated with activities required to achieve PWS identify in Section C. Period of Performance: 01 Oct 2004 through 30 Sep 2005. <u>Manage Programs</u>			XXXXXX	XXXXXX
0014AA	Update database in accordance with PWS Section C-5.3.2	12	MO	\$_____	\$_____
0014AB	Determine material requirements in accordance with PWS Section C- 5.3.3	12	MO	\$_____	\$_____
0014AC	Forecast material in accordance with PWS Section C-5.3.4	12	MO	\$_____	\$_____
0014AD	Provide material status in accordance with PWS Section C-5.3.5	12	MO	\$_____	\$_____
0014AE	Maintain financial records in accordance with PWS Section C- 5.3.6	12	MO	\$_____	\$_____
0014AF	Provide technical and administrative support in accordance with PWS Section C-5.3.7	12	MO	\$_____	\$_____
	<u>Managing Material</u>				
0014AG	Provide acquiring material function in accordance with PWS Section C- 5.4.2	12	MO	\$_____	\$_____
0014AH	Provide receive function in accordance with PWS Section C- 5.4.3	12	MO	\$_____	\$_____

CLIN	DESCRIPTION	QUANTIT Y	UNIT	UNIT PRICE	AMOUNT
0014AJ	Manage inventory in accordance with PWS Section C-5.4.4	12	MO	\$ _____	\$ _____
0014AK	All other requirements associated with CLIN 0014 not specifically captured in 1AA-AJ	12	MO	\$ _____	\$ _____
0015	Data to be in accordance with DD Form 1423, Exhibit A, attached.	1	LO	NSP	NSP
0016	Materials (in accordance with Section C-4 of the PWS)	1	LO	\$500,000.00	\$500,000.00
0017	Travel (in support of CLIN 0014)	1	LO	\$500,000.00	\$500,000.00
	Indefinite Delivery / Indefinite Quantity (ID/IQ) Work				
0018	Craft hour, subject to the Service Contract Act (SCA), for work outside normal hours, one-time work surges, etc.	Maximum Number of Hours		XXXXXX	XXXXXX
0018AA	Material Handling – Laborer	120	Per hour	\$ _____	\$ _____
0018AB	Supply Clerk	120	Per hour	\$ _____	\$ _____
0018AC	Supply Technician	120	Per hour	\$ _____	\$ _____
0018AD	Equipment Specialist	120	Per hour	\$ _____	\$ _____
0019	Data to be in accordance with DD Form 1423	1	LO	NSP	NSP

TOTAL for Option Year 2 _____

CLIN	DESCRIPTION	QUANTIT Y	UNIT	UNIT PRICE	AMOUNT
	<u>OPTION YEAR 3</u>				
	Firm Fixed-Price Work				
0020	Material Management Support Svs To include all costs associated with activities required to achieve PWS identified in Section C. Period of Performance: 01 Oct 2005 through 30 Sep 2006. <u>Manage Programs</u>			XXXXXX	XXXXXX
0020AA	Update database in accordance with PWS Section C-5.3.2	12	MO	\$_____	\$_____
0020AB	Determine material requirements in accordance with PWS Section C- 5.3.3	12	MO	\$_____	\$_____
0020AC	Forecast material in accordance with PWS Section C-5.3.4	12	MO	\$_____	\$_____
0020AD	Provide material status in accordance with PWS Section C-5.3.5	12	MO	\$_____	\$_____
0020AE	Maintain financial records in accordance with PWS Section C- 5.3.6	12	MO	\$_____	\$_____
0020AF	Provide technical and administrative support in accordance with PWS Section C-5.3.7	12	MO	\$_____	\$_____
	<u>Managing Material</u>				
0020AG	Provide acquiring material function in accordance with PWS Section C- 5.4.2	12	MO	\$_____	\$_____
002AH	Provide receive function in accordance with PWS Section C- 5.4.3	12	MO	\$_____	\$_____

CLIN	DESCRIPTION	QUANTIT Y	UNIT	UNIT PRICE	AMOUNT
0020AJ	Manage inventory in accordance with PWS Section C-5.4.4	12	MO	\$ _____	\$ _____
0020AK	All other requirements associated with CLIN 0020 not specifically captured in 1AA-AJ	12	MO	\$ _____	\$ _____
0021	Data to be in accordance with DD Form 1423, Exhibit A, attached.	1	LO	NSP	NSP
0022	Materials (In accordance with Section C-4 of the PWS)	1	LO	\$500,000.00	\$500,000.00
0023	Travel (in support of CLIN 0020	1	LO	\$500,000.00	\$500,000.00
	Indefinite Delivery / Indefinite Quantity (ID/IQ) Work	Maximum Number of Hours			
0024	Craft hour, subject to the Service Contract Act (SCA), for work outside normal hours, one-time work surges, etc.			XXXXXX	XXXXXX
0024AA	Material Handling – Laborer	120	Per hour	\$ _____	\$ _____
0024AB	Supply Clerk	120	Per hour	\$ _____	\$ _____
0024AC	Supply Technician	120	Per hour	\$ _____	\$ _____
0024AD	Equipment Specialist	120	Per hour	\$ _____	\$ _____
0025	Data to be in accordance with DD Form 1423	1	LO	NSP	NSP

TOTAL for Option Year 3 _____

CLIN	DESCRIPTION	QUANTIT Y	UNIT	UNIT PRICE	AMOUNT
	<u>OPTION YEAR 4</u>				
	Firm Fixed-Price Work				
0026	Material Management Support Svs. To include all costs associated with activities required to achieve PWS identified in Section C. Period of Performance: 01 Oct 2006 through 30 Sep 2007.			XXXXXX	XXXXXX
	<u>Manage Programs</u>				
0026AA	Update database in accordance with PWS Section C-5.3.2	12	MO	\$ _____	\$ _____
0026AB	Determine material requirements in accordance with PWS Section C- 5.3.3	12	MO	\$ _____	\$ _____
0026AC	Forecast material in accordance with PWS Section C-5.3.4	12	MO	\$ _____	\$ _____
0026AD	Provide material status in accordance with PWS Section C-5.3.5	12	MO	\$ _____	\$ _____
0026AE	Maintain financial records in accordance with PWS Section C- 5.3.6	12	MO	\$ _____	\$ _____
0026AF	Provide technical and administrative support in accordance with PWS Section C-5.3.7	12	MO	\$ _____	\$ _____
	<u>Managing Material</u>				
0026AG	Provide acquiring material function in accordance with PWS Section C- 5.4.2	12	MO	\$ _____	\$ _____
0026AH	Provide receive function in accordance with PWS Section C- 5.4.3	12	MO	\$ _____	\$ _____

CLIN	DESCRIPTION	QUANTIT Y	UNIT	UNIT PRICE	AMOUNT
0026AJ	Manage inventory in accordance with PWS Section C-5.4.4	12	MO	\$ _____	\$ _____
0026AK	All other requirements associated with CLIN 0020 not specifically captured in 1AA-AJ	12	MO	\$ _____	\$ _____
0027	Data to be in accordance with DD Form 1423, Exhibit A, attached.	1	LO	NSP	NSP
0028	Materials (in accordance with Section C-4 of the PWS)	1	LO	\$500,000.00	\$500,000.00
0029	Travel (in support of CLIN 0026)	1	LO	\$500,000.00	\$500,000.00
	Indefinite Delivery / Indefinite Quantity (ID/IQ) Work				
0030	Craft hour, subject to the Service Contract Act (SCA), for work outside normal hours, one-time work surges, etc.	Maximum Number of Hours		XXXXXX	XXXXXX
0030AA	Material Handling – Laborer	120	Per hour	\$ _____	\$ _____
0030AB	Supply Clerk	120	Per hour	\$ _____	\$ _____
0030AC	Supply Technician	120	Per hour	\$ _____	\$ _____
0030AD	Equipment Specialist	120	Per hour	\$ _____	\$ _____
0031	Data to be in accordance with DD Form 1423	1	LO	NSP	NSP

TOTAL for Option Year 4 _____

B.4 GENERAL INTENTION

It is the intention of this solicitation to obtain Material Management Support Services by means of a combination Firm Fixed Price and Indefinite Quantity-Indefinite Delivery Type Contract.

**B.5 5252.216-9506 MINIMUM AND MAXIMUM QUANTITIES (MAR 1999)
(NAVAIR)**

As referred to in paragraph (b) of FAR Clause 52.216-22 "Indefinite Quantity" of this contract, the contract minimum quantity is the firm fixed-price portion of the contract; the maximum quantity is the total dollar value of the firm fixed-price and indefinite quantity items. The maximum quantity may not be exceeded without prior written approval of the PCO.

B.6 IDENTIFICATION OF LINE ITEM CONTRACT TYPE

The contract type for each contract line item or subline item is as follows:

<u>Item No.</u>	<u>Contract Type</u>	
0001	FIRM FIXED PRICE	(FULL PERFORMANCE)
0002	FIRM FIXED PRICE	(TRANSITION)
0003	NOT SEPARATELY PRICED	(DATA)
0004	NOT TO EXCEED	(MATERIAL)
0005	NOT TO EXCEED	(TRAVEL)
0006	ID-IQ	(WORK SURGES,ETC.)

B.7 COMBINATION FIRM FIXED PRICE/INDEFINITE QUANTITY CONTRACT

This is a combination Firm Fixed Price / Indefinite Quantity Contract for the services specified, and effective for the period stated in the schedule. Work items for the FFP portion are identified in the schedule and includes all work except that identified as indefinite quantity. The fixed price quantities shown in the schedule are considered to be accurate estimates for this contract period.

Work items for the IQ portion of the contract are identified in the schedule. The quantities of supplies and services specified in the schedule as indefinite quantity are estimates only and may be ordered by issuance of separate delivery orders.

Delivery or performance shall be made only as authorized by orders issued. The contractor shall furnish to the Government, when and if ordered, the services specified in the schedule up to the contract stated maximum. The minimum guarantee of work to be ordered is the firm fixed price portion of the contract.

Except for any limitation on quantities in the schedule, there is no limit on the number of orders that may be issued. The government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

Any order issued during the effective period of this contract and not completed within the period shall be completed by the contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

B.8 OFFERS FOR LESS THAN THE TOTAL QUANTITY ARE UNACCEPTABLE

Offers for less than the total quantity for all items specified are UNACCEPTABLE.

B.9 PRICE AT SUBLINE ITEM LEVEL

Offerors shall insert in Section B of the Schedule unit prices and amounts at the subline item level only (e.g., 0001AA, 0001AB, etc.), and not at the line item level (EXCEPT CLIN 0002).

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK

SEE PERFORMANCE WORK STATEMENT (PWS) – ATTACHMENT C-1

NOTE: Requirement in C.-1.5 (in PWS) requires proof to be submitted within 2 working days from time of award.

C.2 PLACE OF PERFORMANCE

The services to be performed herein shall be performed at NADEP, Cherry Point, NC. The exact location(s) will be indicated by the Contracting Officer.

C.3 CONTRACT DATA REQUIREMENTS LIST

Item (0003) shall be in accordance with the attached Contract Data Requirements List, CDRL, DD Form 1423, Exhibit “A” of this contract.

C.4 CONTRACT DATA REQUIREMENTS LIST (OPTION)

Items(0009, 0015, 0021, 0027) if the option is exercised, shall be in accordance with the applicable Contract Data Requirements List, CDRL, DD Form 1423 (s), Exhibit “A”, of this contract.

C.5 VARIATION CLAUSE

The firm fixed price workload is based upon many primary and secondary workload indicators. An increase in workload over a maximum variance of 20%, shall result in a modification to increase the cost of the contract. A 20% decrease in workload shall result in a modification to decrease the cost of the contract. Variances must be based upon approved NADEP requirements. All indicators must surpass the maximum variance to activate a modification. Workload must exceed the variance for three consecutive months to activate a modification. Otherwise, total workload will be assessed on an annual basis for application of this clause.

SECTION D - PACKAGING AND MARKING

D.1 MARKING OF CONTRACTOR REPORTS (SEP 1992)

The contractor shall prominently display on the cover of each report the following information:

- a. Name and business address of contractor.
- b. Contract or delivery order number.
- c. Contract or delivery order dollar amount.
- d. Whether or not the contract was competitively or non-competitively awarded.
- e. Name, code, and activity of sponsoring individual.

D.2 5252.223-9502 HAZARDOUS MATERIAL (DEC 1998) (NAVAIR)

(a) Packaging, Packing, Marking and Labeling Hazardous materials to be shipped by any mode or combination of transportation modes shall be prepared (properly classed, described, packaged, marked, labeled, transport vehicle placarded, etc.) for shipment in accordance with MIL-STD-129 and all applicable government and carrier regulations in effect at the time of shipment.

(b) In the event of a conflict between specific requirements in the contract or order and existing applicable regulations, the regulations take precedence. Under no circumstances shall the contractor knowingly use materials, markings or procedures which are not in accordance with laws and regulations applicable to the mode of transportation employed.

(c) To ascertain which Department of Defense, or local installation regulations, concerning hazardous materials may impact on this contract, the contractor should contact (CONTRACT COR – TBD).

SECTION E - INSPECTION AND ACCEPTANCE

E.1 The following contract clauses are hereby incorporated by reference:

52.246-4 INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996)

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (DEC 1991)

E.3 ACCEPTANCE

The performance and quality of work delivered by the contractor, including services rendered and any documentation or written material compiled, shall be subject to inspection, review, and acceptance by the Government.

E.4 INSPECTION BY REGULATORY AGENCIES (JUN 1994)

a. Work performed under this contract is subject to inspection by State and Federal Government Regulatory agencies including those described below.

b. Permission has been granted by the Navy permitting federal and state occupational health and safety officials to enter Navy shore installations, without delay and at reasonable times, to conduct routine safety and health investigations. Permission also extends to safety and health investigations based on reports of unsafe conditions. Occupational Health and Safety Administration (OSHA) officials may also investigate accidents or illnesses involving the contractor's employees. Inspections may also be carried out by the Department of Labor to inspect for compliance with labor laws.

c.. The contractor shall cooperate with regulatory agencies and shall provide personnel to accompany the agency inspection or review teams. Contractor personnel shall be knowledgeable concerning the work being inspected, and participate in responding to all requests for information, inspection or review findings by regulatory agencies.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 The following contract clauses are hereby incorporated by reference:

52.242-15 STOP-WORK ORDER (AUG 1989)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

F.2 5252.211-9507 PERIOD OF PERFORMANCE (MAR 1999) (NAVAIR)

(a) The contract (full performance) shall commence on 1 Oct 2002 and shall continue through 30 Sept 2003. However, the period of performance may be extended in accordance with the option provisions contained herein.

(b) If FAR Clause 52.216-18, "Ordering", is incorporated into this contract, then the period in which the Government can issue orders under the contract will be extended at the exercise of an option, and extended to the end of that option period.

F.3 TERM OF CONTRACT

(a) The Government has the option to extend the term of the contract in accordance with the OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000), CLAUSE 52.217-9 - SECTION I. If the Government elects to exercise an option, the Government will adjust the prices, if necessary to compensate for increases in minimum wages prescribed by the new Department of Labor Wage Rate Determination issued by the Contracting Officer.

F.4 PRE-PERFORMANCE CONFERENCE (JUN 94)

Within 30 days of contract award, prior to commencement of the work (full performance), the contractor will meet in conference with representatives of the Contracting Officer, at a time to be determined by the Contracting Officer, to discuss and develop mutual understanding relative to scheduling and administering work.

F.5 TIME AND PLACE OF DELIVERY OF TECHNICAL DATA (ID/IQ CLIN)

Time and place of delivery of data shall be as specified on the DD Form 1423 (Contract Data Requirement List) which is provided as an exhibit with each delivery order issued under the resultant contract. All written and printed matter shall be delivered with all transportation charges paid by the contractor to the destination(s) specified on each delivery order issued. Any DD Form 1423 attached to this solicitation may be considered an example of the types of data to be required under individual delivery orders.

F.6 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted

(1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or

(2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of

performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed

- (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved, and
- (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 The following contract clause is hereby incorporated by reference:

5252.232-9000 SUBMISSION OF INVOICES (FIXED PRICE) (JULY 1992) (NAPS)

G.2 5252.243-9504 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992) (NAVAIR)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Contracting Officer (Ms. Nancy D. LaFavre)
Naval Air Warfare Center Aircraft Division
Contracts Department, Bldg 129
Code 2.5.2.2.3NL, MS 129-2
Hwy 547
Lakehurst, New Jersey 08733-5082
(732) 323-2149

G.3 5252.242-9511 CONTRACT ADMINISTRATION DATA (MAY 1998) (NAVAIR)

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to: **to be determined** when the contract is awarded.

(2) Contract administration functions withheld, additional contract administration functions assigned, or special instructions (see FAR 42.202) are: **to be determined** when the contract is awarded..

(3) The Accounting Classification Reference Numbers (ACRN) assigned by the Naval Air Warfare Center shall be used in applicable contract modifications or orders or modifications thereto issued by the cognizant contract administration office. If no ACRN is assigned by, the contract administration office may assign a two-position ACRN that can be either alpha-numeric (A1 through B9 and continuing, if necessary through Z9, excluding the letters "I" and "O") or alpha (AA through ZZ, excluding the letters "I" and "O"), (see DFARS 204.7101).

(4) The cognizant contract administration office shall distribute to the U.S. Navy International Logistics Control Office (NAVILCO) (Code 20), 700 Robbins Avenue, Philadelphia, Pennsylvania 19111, a copy of any report or document which indicates an anticipated or actual delay in the delivery of supplies or services called for under the Navy International Logistics Program (ILP) Foreign Military Sales (FMS) (or Military Assistance Program (MAP))

Item(s) identified in Section B, if any. Copies of reports or documents distributed to NAVILCO shall include the applicable Item number, the FMS Case identifier and FMS country (or MAP record Control/Program Directive number identifier) and the requisition number and shall be in addition to any other distribution required by this contract or directives applicable to the cognizant contract administration office.

(b) PCO Quality Assurance Representative. Any quality assurance questions, comments, problems, recommendations, etc., which cannot be resolved at the Administrative Contracting Officer (ACO) Quality Assurance Representative (QAR) level should be communicated to the Procuring Contracting Officer (PCO) QAR designated below:

PCO
Department of the Navy
Naval Air Warfare Center
Highway 547
Lakehurst, NJ 08733-5082
ATTN: Nancy D. LaFavre

(c) Paying Office. The disbursing office which will make payments is designated as follows: to be determined when the contract is awarded..

(d) Remittance Address. The address to which payments should be mailed by the Government is:

CONTRACTOR FILL IN

G.4 5252.232-9503 INVOICE INSTRUCTIONS (MAR 1999) (NAVAIR)

(a) General. Strict compliance with the invoice instructions will facilitate early payment of invoices. However, no payment can be made until the contract is returned, properly executed, to the Department of the Navy, Naval Air Warfare Center Aircraft Division, Contracts Department - Bldg 129 HWY 547, Lakehurst, NJ 08733 .

(b) Assignments. Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the contractor - not the assignee - is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment, dated _____, make payment of this invoice to
(name and address of assignee).

(c) Contractor Request for Progress Payment. If the contract provides for progress payments, each contractor request for progress payment shall be submitted on Standard Form 1443, Contractor Request for Progress Payment, directly to the ACO with any additional information reasonably requested by the ACO. With regard to ceiling priced orders, each Contractor Progress Payment Request shall be made in accordance with paragraph (k) of the clause entitled "Ordering -Provisioned Items", if included in the contract, or paragraph (k) of the clause entitled "Orders (Fixed-Price)". If the contract includes Foreign Military Sales (FMS) requirements, request for progress payment shall be submitted in accordance with the procedures of DFARS Clause 252.232-7002, "Progress Payments for Foreign Military Sales Acquisitions".

G.5 5252.232-9504 INSTRUCTIONS TO PAYING OFFICE (MAY 1998) (NAVAIR)

(a) Invoices submitted for payment, which do not contain contract line item number (CLIN) (or subline item number (SLIN), if any) and the accounting classification references number (ACRN) information, will be returned for correction.

(b) The disbursement of funds will be by the CLIN/SLIN/ACRN designation or when multiple ACRNs are used, disbursements will be prorated in proportion to the unliquidated balance within a CLIN or SLIN, if assigned.

(c) Progress Payments will be prorated based upon the unliquidated balance of all ACRN(s) assigned.

G.7 5252.201-9501 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR) (OCT 1994) (NAVAIR)

(a) The Contracting Officer has designated [to be determined] as the authorized Contracting Officer's Representative (COR) for this contract.

TBD

(b) The duties of the COR are limited to the following: [to be determined].

G.8 5252.232-9511 NOTICE OF REQUIREMENTS FOR PROMPT PAYMENT (FEB 2000) (NAVAIR).

The Government anticipates that this contract will be distributed to Defense Finance and Accounting Service (DFAS) through the Joint Electronic Document Access (JEDA) System. DFAS is responsible for payment of contractor invoices.

(a) In accordance with FAR Clause 52.232-33 "Mandatory Information for Electronic Funds Transfer Payment", the contractor is responsible for providing updated information to the Central Contractor Register (CCR) database. Additionally, the contractor is responsible for maintaining its active status in the CCR database.

(b) If the DUNS, CAGE code, TIN or address set forth in the contract do not match the information in the CCR, then DFAS will return invoices without payment. Therefore, it is imperative that the contractor ensure the DUNS, CAGE code, TIN and contractor address on the contract are accurate and in compliance with the CCR database. Additionally, any changes/updates made to the CCR database should be communicated to the Contracting Officer for the purpose of modifying the contract to reflect the new data.

G.9 5252.232-9521 PAYMENT INQUIRIES (AUG 1998) (NAVAIR)

Inquiries regarding payment should be referred to: .

To be determined at contract award.

G.10 5252.242-9513 ACCOUNTING AND APPROPRIATION DATA (FEB 1995) (NAVAIR)

The applicable accounting and appropriation data is as follows:

To be determined at contract award.

G.11 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 97)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information to the Contracting Officer.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 5252.228-9501 LIABILITY, AUTOMOBILE AND WORKMAN'S COMPENSATION INSURANCE (MAR 1999) (NAVAIR)

The following types of insurance are required in accordance with the clause entitled "Insurance - Work on a Government Installation" (FAR 52.228-5), and shall be maintained in the minimum amounts shown:

- (a) Comprehensive General Liability: \$500,000.00 per person and \$500,000.00 per accident for bodily injury.
- (b) Automobile Insurance: \$200,000.00 per person and \$500,000.00 per accident for bodily injury.
- (c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.
- (d) Aircraft public and passenger liability: \$ per person and \$ per occurrence for bodily injury, other than passenger liability; \$ per occurrence for property damage. Passenger bodily injury liability limits of \$ per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

Not applicable.

H.2 NOTICE OF INCORPORATION OF SECTIONS K, L, AND M

Sections K, L, and M of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text.

H.3 DIRECTIVES

Throughout the term of this contract, the Contractor shall abide by all applicable Department of Defense (DOD), Secretary of the Navy (SECNAV), Chief of Naval Operations (OPNAV) and other directives, instructions and regulations identified within this contract.

See Section C-6

H.4 BASE REGULATIONS

The Contractor and Contractor employees and subcontractor(s) shall become familiar with and obey all applicable activity regulations, directives and instructions, including fire, traffic, safety and security regulations. All personnel employed on the activity shall keep within the limits of the work and avenues of ingress and egress and shall not enter any restricted areas unless required to do so and are cleared for such entry.

H.5 MILITARY COURTESIES

Military courtesies shall be rendered by Contractor personnel to include: honoring observation of colors, rendering right of way to convoys and marching units, and showing a courteous regard to senior military and civilian personnel.

H.6 ENVIRONMENTAL PROTECTION

The Contractor shall comply with all applicable environmental protection requirements. The Contractor shall comply with Federal and State laws and with regulations and standards regarding environmental protection. All environmental protection matters shall be coordinated with the SCE. Inspection of any of the facilities operated by the Contractor may be accomplished by authorized Government officials on a no-notice basis during normal working hours. In the event that a regulatory agency assesses a monetary fine against the Government for violations caused by Contractor negligence, the Contractor shall reimburse the Government for the amount of that fine and other associated costs. The Contractor shall also clean up, at no expense to the Government, any oil or chemical spills or hazardous waste contaminations which result from the Contractor's operations. The Contractor shall comply with the instructions of the cognizant Navy Medical Department with respect to avoidance of conditions which create a nuisance or which may be hazardous to the health of military or civilian personnel.

H.7 PERMITS AND LICENSES

The Contractor shall, without additional expense to the Government, obtain all appointments, licenses, and permits required for the performance of work under this contract. The contractor shall comply with all applicable Federal and State laws. Evidence of possession of required permits and licenses shall be provided to the KO before work commencement and at other times as requested by the KO.

H.8 DISRUPTION OF CONTRACTOR WORK SCHEDULE

The Contractor shall notify the KO if it appears that Government activities or personnel are hindering effective prosecution and execution of Contractor work efforts.

H.9 GOVERNMENT PERFORMANCE OF SERVICES

a. Should an emergency require performance of services beyond the capability of the Contractor, or if the Contractor fails to perform or defaults in the performance of any of the conditions of this contract, or if for any reason, the provisions of Clause, "INSPECTION OF SERVICES-FIXED-PRICE," (Section E) must be invoked, the Government may perform or supplement performance of such contract services. Such performance shall not constitute a breach of the contract by the Government.

b. If the Government performs services with Government personnel because of the Contractor's failure to perform or default, as provided in paragraph (a) above, the Contractor will permit the Government to use and operate such of its facilities, equipment, and materials necessary to perform the function during a period not to exceed 120 days at the location covered by the contract. The Government's right to use Contractor facilities, equipment, and material, pursuant to this subparagraph (b), will cease in the event of termination pursuant to Section I, "DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)." During this period, the Contractor-owned facilities and equipment used by the Government will be maintained by the Government. The Contractor shall be responsible for removing such property at no cost to the Government when notified by the KO.

c. The Government will be entitled to an equitable adjustment for any services performed by Government personnel pursuant to this paragraph, if such services would normally have been required of the Contractor in the performance of the contract. Such performance and adjustment will not constitute a termination for convenience of the Government within the meaning of Section I, "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)."

d. Nothing in this item shall be deemed to waive or limit any rights of the Government under Section I, "DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)."

H.10 SERVICE CONTRACT ACT – SUPPLEMENTAL INFORMATION AND REQUIREMENTS

Offerors are advised that this contract is subject to the requirements of Section I, Clause 52.222-41, SERVICE CONTRACT ACT OF 1965, as amended, and attention is invited to the obligations of the Contractor under Section 4C of the Amended Service Contract Act. Any questions regarding the extent of these obligations should be addressed to the Department of Labor. The Contractor agrees to provide to the KO, upon request, a copy of the collective bargaining agreement applicable to employees performing on this contract.

H.11 LABOR INFORMATION

General information regarding the requirements of the Walsh-Healey Public Contracts Act (41 USC 35-45), the Contract Work Hours Standards Act (40 USC 327-33), and the Service Contract Act of 1965 (40 USC 351-357) may be obtained from the Department of Labor, Washington, DC 20210, or from any regional office of that agency. Requests for information should include the solicitation number, the name and address of the issuing agency, and a description of the supplies or services.

H.12 PHASE IN AND PHASE OUT

a. Contractor Phase-In. The services provided by this contract are important to the Government's overall effort, and continuity must be maintained at a consistently high level without interruption. The Contractor shall meet full performance requirements from the start date of the contract. The Phase-in-period shall be approximately 30 calendar days prior to the start date of the base contract period. Limited office space will be available for the Contractor provided by the Government during the Phase-in period for the Project Manager and key personnel.

b. Contractor Phase-Out. Upon contract expiration, a successor may continue the work requirements and the Contractor agrees to (1) furnish Phase-in training and (2) to exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor commencing 60 days prior to contract expiration.

(1) The Contractor shall, upon the Contracting Officer's written notice, (a) furnish support for the subsequent contractor and Phase-out services for up to 60 days prior to contract expiration and (b) negotiate in good faith a plan with a successor to determine the nature and extent of Phase-in, Phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to KO approval. The Contractor remains responsible for the performance of this contract during the Phase-in period for the subsequent contractor, which shall also constitute the Contractor's Phase-out period.

(2) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required. The Contractor shall provide to the successor a roster of personnel currently assigned to the contract with title and addresses to allow for equitable opportunity for incumbent employees to be contacted for application for employment with the successor and for subsequent interview and possible hire. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date. The Contractor shall provide to the successor the employment/assignment dates for computation of longevity benefits for Leave purposes.

SECTION I - CONTRACT CLAUSES

I.1 The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title and Date</u>
52.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE (DEC 91)
52.202-1	DEFINITIONS (OCT 1995)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)
252.203-7002	DISPLAY OF DOD HOTLINE POSTER (DEC 91)
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
252.204-7000	DISCLOSURE OF INFORMATION (DEC 1991)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

**252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT
HOLDERS (DEC 1991)**

52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY (MAR 1996)

**52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN
SUBCONTRACTING WITH CONTRACTORS DEBARRED,
SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)**

**252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE
INSPECTION UNDER THE INTERMEDIATE- RANGE NUCLEAR
FORCES (INF) TREATY (NOV 1995)**

**252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR
CONTROLLED BY THE GOVERNMENT OF A TERRORIST
COUNTRY (MAR 1998)**

**52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
(SEP 1990)**

52.215-2 AUDIT AND RECORDS - NEGOTIATION (JUNE 99)

52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)

**52.215.20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION
OTHER THAN COST OR PRICING DATA (Oct 1997)**

**52.215-21 I REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION
OTHER THAN COST OR PRICING DATA -- MODIFICATIONS (OCT 1997)
ALTERNATE I (OCT 1997)**

52.217-8 OPTION TO EXTEND SERVICES (NOV 99)

**52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT
(MAR 2000) (SEE SCHEDULE B)**

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2000)

52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 99)

**52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM -
- DISADVANTAGED STATUS AND REPORTING (OCT 1999)**

**252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS
SUBCONTRACTING PLAN (DOD CONTRACTS) (APR 1996)**

52.222-3 CONVICT LABOR (AUG 1996)

**52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT --
OVERTIME COMPENSATION (SEPT 2000)**

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

52.222-26 EQUAL OPPORTUNITY (FEB 99)

**52.222-35 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VETERANS
OF THE VIETNAM ERA (APR 1998)**

**52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN
1998)**

**52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND
VETERANS OF THE VIETNAM ERA (JAN 99)**

52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)

**52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT --
PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION
CONTRACTS) (MAY 1989)**

**52.222-47 SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE
BENEFITS (MAY 1989)**

**252.222-7001 RIGHT OF FIRST REFUSAL OF EMPLOYMENT - CLOSURE OF
MILITARY INSTALLATIONS (APR 1993)**

52.223-5	POLLUTION PREVENTION AND RIGHT TO KNOW INFORMATION (APR 1998)
52.223-6	DRUG-FREE WORKPLACE (JAN 1997)
52.223-10	WASTE REDUCTION PROGRAM (AUG 2000)
52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)
252.223-7004	DRUG-FREE WORK FORCE (SEP 1988)
252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)
52.224-1	PRIVACY ACT NOTIFICATION (APR 84)
52.224-2	PRIVACY ACT (APRIL 84)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JULY 2000)
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (AUG 2000)
252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)
52.227-1	AUTHORIZATION AND CONSENT (JUL 1995)
252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 95)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)
52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)

52.232-1 **PAYMENTS (APR 1984)**

52.232-8 **DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)**

52.232-11 **EXTRAS (APR 1984)**

52.232-25 **PROMPT PAYMENT (JUN 97)**

52.232-16 **PROGRESS PAYMENTS (MAR 2000)**

52.232-17 **INTEREST (JUN 1996)**

52.232-18 **AVAILABILITY OF FUNDS (APR 1984)**

52.232-19 **AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 84)**

52.232-33 **PAYMENT BY ELECTRONIC FUNDS TRANSFER -- CENTRAL
CONTRACTOR REGISTRATION (MAY 1999)**

52.233-1 I **DISPUTES (DEC 1998) ALTERNATE I (DEC 1991)**

52.233-3 **PROTEST AFTER AWARD (AUG 1996)**

52.237-2 **PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND
VEGETATION (APR 1984)**

52.237-3 **CONTINUITY OF SERVICES (JAN 1991)**

52.239-1 **PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)**

52.242-13 **BANKRUPTCY (JUL 1995)**

252.242-7000 **POST AWARD CONFERENCE (DEC 1991)**

52.243-1 I **CHANGES - FIXED PRICE (AUG 1987) - ALTERNATE I (APR 1984)**

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

52.244-2 SUBCONTRACTS (AUG 1998)

52.245-2 GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS) (DEC 1989)

52.245-19 GOVERNMENT PROPERTY FURNISHED "AS IS" (APR 1984)

252.245-7001 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)

52.246-25 LIMITATION OF LIABILITY - SERVICES (FEB 1997)

52.248-1 VALUE ENGINEERING (FEB 2000)

52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

252.249-7002 NOTIFICATION OF ANTICIPATED TERMINATION OR REDUCTION (DEC 96)

52.251-1 GOVERNMENT SUPPLY SOURCES (APR 1984)

252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (DEC 1991)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

FULL TEXT SECTION I CLAUSES

I.2 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 2000)

(a) Definitions. As used in this clause-

(1) "Central Contractor Registration (CCR) database" means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) "Data Universal Number System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr2000.com>.

I.3 52.222-26 EQUAL OPPORTUNITY (FEB 1999)

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) of this clause. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performing this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to --

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion;
- (iv) Transfer;
- (v) Recruitment or recruitment advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the (OFCCP) for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, in the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of Clause)

Alternate I (Feb 1999). As prescribed in 22.810(e), add the following as a preamble to the clause:

Notice: The following terms of this clause are waived for this contract: _____ [Contracting Officer shall list terms.

I.4 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

EMPLOYEE CLASS	MONETARY WAGE- FRINGE BENEFITS
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I.5 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment.

(1) All payments by the Government under this contract, shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any

erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

I.6 52.207-2 -- NOTICE OF COST COMPARISON (NEGOTIATED) (FEB 1993)

- 1.(a) This solicitation is part of a Government cost comparison to determine whether accomplishing the specified work under contract or by Government performance is more economical. If Government performance is determined to be more economical, this solicitation will be canceled and no contract will be awarded.
- 2.(b) The Government's cost estimate for performance by the Government will be based on the work statement in this solicitation and will be submitted by designated agency personnel to the Contracting Officer in a sealed envelope not later than the time set for receipt of initial proposals.
- 3.(c) After completion of proposal evaluation, negotiation, and selection of the most advantageous proposal, the Contracting Officer, in the presence of the preparer of the cost estimate for Government performance, will open the sealed cost estimate envelope. These officials will make a cost comparison before public announcement. Depending on whether the cost comparison result favors performance under contract or Government performance, the procedure in either subparagraph (1) or (2) following applies:
 - 1.(1) If the result of the cost comparison favors performance under contract and administrative approval is obtained, the Contracting Officer will award a contract and publicly reveal the completed cost comparison form showing the cost estimate for Government performance, its detailed supporting data, and the Contractor's name.

However, this award is conditioned on the offer remaining the more economical alternative after

- 1.(i) completion of a public review period of 15 working days (see 7.306(b)(3)) working days beginning with the date this information is available to interested parties and
- 2.(ii) resolution of any requests for review under the agency appeals procedure (see paragraph (d) of this section). The Government assumes no liability for costs incurred during the periods specified in (i) and (ii). The Contracting Officer will then either notify the Contractor in writing that it may proceed with performance of the contract or will cancel the contract at no cost to the Government.
- 2.(2) If the result of the cost comparison favors Government performance, the Contracting Officer will publicly disclose this result, the completed cost comparison form and its detailed supporting data, and the price of the offer most advantageous to the Government. After
 - 1.(i) completion of a public review period of 15 working days (see 7.306(b)(3)) working days beginning with the date this information is available to interested parties and
 - 2.(ii) resolution of any requests for review under the agency appeals procedure (see paragraph (d) of this section), the Contracting Officer will either cancel this solicitation or award a contract, as appropriate.
- 4.(d) During the public review period, directly affected parties may file with the Contracting Officer written requests, based on specific objections, for administrative review of the cost comparison result under the agency appeals procedure. The appeals procedure shall be used only to resolve questions concerning the calculation of the cost comparison and will not apply to questions concerning award to one offeror in preference to another. Agency determinations under the appeals procedure shall be final.
- 5.(e) A cost estimate for Government performance is considered a proposal for purposes of this solicitation's Late Submissions, Modifications, and Withdrawal of Proposals or Quotations provision, and a late modification that displaces an otherwise low cost estimate for Government performance shall not be considered.

I.7 52.207-3 -- RIGHT OF FIRST REFUSAL OF EMPLOYMENT (NOV 1991)

- 1.(a) The Contractor shall give Government employees who have been or will be adversely affected or separated as a result of award of this contract the right of first refusal for employment openings under the contract in positions for which they are qualified, if that employment is consistent with post-Government employment conflict of interest standards.
- 2.(b) Within 10 days after contract award, the Contracting Officer will provide to the Contractor a list of all Government employees who have been or will be adversely affected or separated as a result of award of this contract.
- 3.(c) The Contractor shall report to the Contracting Officer the names of individuals identified on the list who are hired within 90 days after contract performance begins. This report shall be forwarded within 120 days after contract performance begins.

I.8 52.216-18 -- ORDERING (OCT 1995) (ID-IQ CLINS)

- 1.(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 Oct 2002 through 30 Sept 2003 (through each option if exercised - see Schedule B for dates).
- 2.(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

- 3.(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.9 52.216-19 -- ORDER LIMITATIONS (OCT 1995) (ID-IQ CLINS)

- 1.(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$25.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- 2.(b) Maximum order. The Contractor is not obligated to honor --
- 1.(1) Any order for a single item in excess of TBD
- 2.(2) Any order for a combination of items in excess of TBD
- or
- 3.(3) A series of orders from the same ordering office within 2 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- 3.(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- 4.(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.10 52.216-22 INDEFINITE QUANTITY (OCT 95) (ID-IQ CLINS)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated in the schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum". (See B.5)
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after – 6 months after each performance period.

I.11 52.252-2 -- CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov>

SECTION J - LIST OF ATTACHMENTS

<u>EXHIBIT</u>	<u>TITLE</u>	<u>PAGES</u>
A	DD Form 1423, Contract Data Requirements List (TE 4)	34
C-1	Performance Work Statement (PWS)	108
J-1	Service Contract Act Wage Determinations	8
J-L1	Mandatory forms needed for proposal submission	13
J-L2	Site Visit Information	5

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF OFFERORS OR QUOTERS**

K.1 The following solicitation provisions are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)	
252.209-7003	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (MAR 98)	

THE FOLLOWING ARE CONTRACTOR FILL-INS

TIN NUMBER _____

CAGE NUMBER _____

DUNS NUMBER _____

K.2 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to

- (i) those prices,
- (ii) the intention to submit an offer, or
- (iii) the methods or factors used to calculate the prices offered.

(2) The prices in the offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of this disclosure.

K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have

income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal Government;

☐ Other. State basis. _____

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt):

☐ Corporate entity (tax-exempt):

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(f) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

**K.4 52.204-5 WOMEN-OWNED BUSINESS OTHER THAN SMALL BUSINESS
(MAY 1999)**

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation. The offeror represents that it [] is a women-owned business concern.

**K.5 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000)
 ALTERNATE I (OCT 2000)**

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is **49319**.

(2) The small business size standard is **\$18.5 million**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it * is, * is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it * is, * is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it * is, * is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it * is, * is not a service-disabled veteran-owned small business concern.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned

and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

Alternate I (Oct 2000). As prescribed in 19.307(a)(2), add the following paragraph (b)(6) to the basic provision:

(6) [Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision]. The offeror represents, as part of its offer, that--

- (i) It ___is, ___is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
- (ii) It ___is, ___is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the

HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

**K.6 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR
1996)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are , are not , presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have , have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are , are not , presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has , has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an

erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K.7 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE
GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)**

(a) Definitions. As used in this provision -

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means -

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares", "street names", or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure. If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include-

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each Government.

**K.8 252.209-7002 -- DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN
GOVERNMENT (SEP 1994)**

1.(a) Definitions. As used in this provision --

1.(1) "Effectively owned or controlled" means that a foreign government

or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

2.(2) "Entity controlled by a foreign government" --

1.(i) Means --

1.(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

2.(B) Any individual acting on behalf of a foreign government.

2.(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

3.(3) "Foreign government" includes the state and the government of any country (other than the United States and its possessions and trust territories) as well as any political subdivision, agency, or instrumentality thereof.

4.(4) "Proscribed information" means --

1.(i) Top Secret information;

2.(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

3.(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

4.(iv) Special Access Program (SAP) information; or

5.(v) Sensitive Compartmented Information (SCI).

2.(b) Prohibition on award. No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C.2536(a).

3.(c) Disclosure. The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure

(Name and Phone Number with Country Code, City Code
and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled
by a Foreign Government

Description of Interest, Ownership Percentage,
and Identification of Foreign Government

(End of Provision)

K.9 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms

and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between sexes.

(b) The contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in the contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

K.10 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ☐ has, ☐ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.11 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that -

(a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.12 252.225-7020 TRADE AGREEMENTS CERTIFICATE (MAR 1998)

(a) Definitions. Caribbean Basin Country end product, designated country end product, NAFTA country end product, nondesignated country end product, qualifying country end product, and U.S. made end product have the meanings given in the Trade Agreements clause of this solicitation.

(b) Evaluation. Offers will be evaluated in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement. Offers of foreign end products that are not U.S. made, qualifying

country, designated country, Caribbean Basin country, or NAFTA country end products will not be considered for award, unless the Contracting Officer determines that there are not offers of such end products or the offers of such end products are insufficient to fulfill the requirements, or a national interest exception to the Trade Agreements Act is granted.

(c) Certifications. (1) The offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S. made, qualifying country, designated country, Caribbean Basin country, or NAFTA country end product.

(2) The following supplies are other nondesignated country end products:

LINE ITEM NUMBER	COUNTRY OF ORIGIN

K.13 252.225-7031 -- SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

1.(a) Definitions. As used in this clause --

1.(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C.App. Sec 2415).

2.(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

2.(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it --

1.(1) Does not comply with the Secondary Arab Boycott of Israel; and

2.(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C.App. Sec 2407(a) prohibits a United States person from taking.

K.14 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it -

Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

**K.15 5252.222-9501 IDENTIFICATION OF FIRST-TIER SUBCONTRACTORS FOR
PRE-AWARD CLEARANCE PURPOSES (FEB 1995) (NAVAIR)**

(a) In order to comply with the pre-award clearance requirement of FAR 22.805(a), the bidder/offeror will identify any first-tier subcontractors proposed and estimated at \$10,000,000 or more, including name, address, telephone number, place or places of performance, and the estimated amount of the subcontract (if known) in the space provided below:

(b) For the purpose of this clause, “subcontract” means any agreement or arrangement between a contractor and any person (in which the parties do not stand in the relationship of an employer and employee), (1) for furnishing of supplies or services or for use of real or personal property, including lease arrangements, that in whole or in part is necessary to the performance of any one or more Government contracts or (2) under which any portion of the contractor’s obligation under any one or more Government contracts is performed, undertaken, or assumed. “Subcontractor” means any person who holds, or has held a subcontract subject to EO 11246. The term “first-tier subcontractor” means a subcontractor holding a subcontract with a prime contractor.

K.16 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C.11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C.13106), the offeror will file and continue to file for such facilities for the life of the contract the *Toxic Chemical Release Inventory Form* (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

* (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C.11023(c);

* (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C.11023(b)(1)(A);

* (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C.11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

* (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

* (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

L.1 The following solicitation provisions are hereby incorporated by reference:

- | <u>Number</u> | <u>Title</u> |
|---------------------|--|
| 52.204-6 | DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
(JUN 1999) |
| | <i>CONTRACTOR FILL IN</i>
DUNS NUMBER _____ |
| 252.204-7001 | COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE
REPORTING (AUG 1999) |
| | <i>CONTRACTOR FILL IN</i>
CAGE CODE _____ |
| 52.211-14 | NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE
(SEP 1990) |
| | check one: _____ DX or <u>X</u> DO rated order |
| 52.215-1 | INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (FEB 2000) |
| 52.216-1 | TYPE OF CONTRACT (APR 1984) |
| | The government contemplates a combination award of a FIRM FIXED PRICE - INDEFINITE
DELIVERY / INDEFINITE QUANTITY TYPE CONTRACT resulting from this solicitation. |
| 52.214-34 | SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 91) |
| 52.214-35 | SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 91) |
| 52.232-13 | NOTICE OF PROGRESS PAYMENTS (APR 1984) |
| L.2 | 252.209-7003 COMPLIANCE WITH VETERANS' EMPLOYMENT
REPORTING REQUIREMENTS (MAR 1998) |

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., the VETS-100 report required by Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38 U.S.C. 4212(d).

- | | |
|------------|--|
| L.4 | 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE
EVALUATION (FEB 1999) |
|------------|--|

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding

24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

L.5 52.237-1 SITE VISIT (APR 1984)

Offerors are urged and expected to inspect the site where the services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

THE SITE VISIT IS SCHEDULED FOR 8:00 A.M. ON SATURDAY, 16 JUNE 2001. PLEASE SEE SECTION J FOR DETAILS.

L.6 52.211-4 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (JUN 1988)

The specifications cited in this solicitation are not available for distribution. However, they may be examined at the following location(s):

Naval Aviation Depot (NADEP) Cherry Point Instructions:

[HTTP://PADAP.NADEPCP.NAVY.MIL](http://PADAP.NADEPCP.NAVY.MIL)

Enter the site, select "Material"

For login use:

Username: A76AD

Password: Vosaxen58

Naval Supply Systems Command Instructions (NAVSUP):

[HTTP://WWW.NLL.NAVSUP.NAVY.MIL](http://WWW.NLL.NAVSUP.NAVY.MIL)

Navy Electronic Directives System (NEDS): contains OPNAV and SECNAV instructions)

[HTTP://NEDS.NEBT.DAPS.MIL](http://NEDS.NEBT.DAPS.MIL)

OR

[HTTPS://INFOSEC.NAVY.MIL/TEXT/DOCUMENTS/NAVY-DOC.HTML](https://INFOSEC.NAVY.MIL/TEXT/DOCUMENTS/NAVY-DOC.HTML)

L.8 5252.215-9510 SUBMISSION OF COST OR PRICING DATA ON COMPUTER DISKETTE (APR 1998)

When offerors are required to submit cost and pricing data as part of their proposal, they may submit such data, in addition to one written copy, on computer diskette(s). The submitted diskette(s) should be compatible with (*) . Data should be readable on the following computer software programs:

(*) . Any questions regarding computer compatibility should be submitted in writing to the Procuring Contracting Officer .

(*) **DETAILED INSTRUCTIONS ARE PROVIDED IN L.102.**

L.9 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from :

Department of the Navy
Contracting Officer
Attn: N. LaFavre, Code 25223
Contracts Department, Bldg 129
Naval Air Warfare Center Aircraft Division
Hwy 547
Lakehurst, NJ 08733 5082

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.11 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov>

L.12 5252.215-9511 REALISM OF COST PROPOSALS (MAY 1998) (NAVAIR)

(a) An offeror's proposal is presumed to represent his best efforts to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance and cost should be explained in the proposal. For example, if the intended use of new and innovative production techniques is the basis for an abnormally low estimate, the nature of these techniques and their impact on cost should be explained. Additionally, if a corporate policy has been made to absorb a portion of the estimated cost, that should be stated in the proposal and the contract will include a clause which requires the offeror to absorb that portion of costs reflected in its cost proposal.

(b) Any significant inconsistency if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of the work required and of his financial ability to perform the contract, and may be grounds for rejection of the proposal. The burden of proof as to cost credibility rests with the offeror.

L.102 SUBMISSION OF PROPOSALS

A. Proposal Requirements

This section specifies the format that offerors shall use in this request for proposal (RFP). The intent is not to restrict the offerors in the manner in which they will perform their work, but rather to ensure a certain degree of uniformity in the format of the responses for evaluation purposes. The proposal forms that are referenced below are provided in Section J of the solicitation.

The proposal shall be submitted in three separate volumes, subject to the following identification and quantities:

Volume I Past Performance

Include all data and information for evaluation and exclude any reference to the pricing aspects of the offer.
Use Form (1) and Form (2)
No Page Limitation
Original and 4 copies

Volume II Technical Proposal

Include all data and information for evaluation and exclude any reference to the pricing aspects of the offer.
Use Form (3), Form (4), Form (5), Form (6)
185 Page Limitation
Original and 4 copies

Volume III Price

A complete and detailed cost breakdown with all supporting information. Offerors must submit the cost proposal under separate cover to ensure that no pricing information is included in the Past Performance or Technical Proposals. Also included in this volume, one complete solicitation, duly executed, all amendments signed or acknowledged. A **Subcontracting Plan** (FAR 52.219-09 and DFAR 252-219-7003) is required. This requirement is applicable to large business concerns only. The proposed plan will be approved by the Small Business Deputy prior to contract award.
Use Form (7), Form (8), Form (9) and Form (10)
No Page Limitation
Original and 1 copy plus two 3.5" disks

Proposals shall comply with the formatting stated below for each volume.

GENERAL INSTRUCTIONS:

(1) Each volume specifies page limitation instructions. Pages submitted in excess of any page limitation will not be evaluated. Table of contents and divider/tab pages will not be counted against page limitations. The use of divider/tabs is encouraged.

(2) Proposals shall be submitted typed (typing characters not smaller than 12 CPI on non reduced 8 1/2" x 11" pages). Margins shall be 1" on top, bottom, left and right. Space between lines shall be single space. Charts and forms shall be labeled and included at the end of each applicable factor and must also be on 8 1/2" x 11" paper. Where page limits

are defined, the limitation includes all charts and forms. Multi-pages and foldouts are discouraged, but if used, will be counted as an equivalent number of 8 1/2" X 11" pages (size of pages must be uniform).

(3) Pages shall be consecutively numbered. If the maximum number of pages are not used, insert a blank page that indicates the page numbers not used so that each section starts on the appropriate page number. Where permitted, additional pages shall be numbered as #a, #b, #c, etc.

(4) Line and type size applies to bullets and other special text formatting. Tables and graphic displays should be used in a reasonable fashion for communication and not be designed to circumvent the style requirements.

(5) Mandatory forms have been provided for consistency of evaluation. The forms indicated are an allowed deviation from the "page" formatting described above.

(6) Each volume should contain the following items on the cover:

- O "Proposal to provide Material Management Support Services
at NADEP Cherry Point "
- O Identification of "Original" or copy number (i.e. 1 of 4)
- O Volume Name (i.e. Past Performance) -- in upper right corner
- O RFP Number -- beneath volume name in upper right corner
- O Submitted by: Name and Address of Offeror -- lower right corner
- O Point of Contact and Phone Number -- lower right corner

(7) Each volume shall have a table of contents that provides sufficient detail as to allow the important elements to be easily located.

(8) The 3.5" diskettes provided with the price proposal should be prepared in a Microsoft program, Excel, or be readable in this program. They should contain the exact files printed for the Price Volume and/or directions for conversion, if required.

FACTOR I - PAST PERFORMANCE

The offeror shall submit the following information for both the offeror and any significant subcontractor(s) proposed. This information may be submitted prior to the other parts of the proposal to assist the Government in reducing the evaluation period, but it is not mandatory to deliver this material early. No early evaluation points will be awarded nor any early delivery penalty applied for failure to deliver the requested material early.

Volume I

Cover

See above for instructions

Table of Contents

See above for instructions

Body

Use Form 1

The offeror shall submit up to, but not more than ten (10) contracts, including a representation for any significant subcontractor involved with this procurement, of currently ongoing or completed contracts performed within the last seven (7) years. These contracts must be directly related to Material Management type services. Contracts should

include those entered into with the Federal Government, agencies of the state and local governments and other customers.

Using Form 1, the offeror shall provide a synopsis of the contract performance as well as address in specific detail for each, why or how you consider that effort relevant or similar to the effort required by this solicitation. The offeror shall provide information on any problems encountered, corrective actions taken to resolve those problems, and address any subcontractors and their work. The offeror shall provide a synopsis of any cure notice(s), show cause letter(s), termination or litigation.

Small Business Compliance: the offeror shall provide a statement for any of the contracts identified which contained clause 52.219-8 / 52.219-9.

The offeror should certify the performance information is complete and accurate.

The Government reserves the right to use past performance information obtained not only from sources identified by the offeror, but from other customers known to the Government, consumer protection organizations and others who may have useful and relevant information. Information regarding any significant subcontractors will also be used in the evaluation.

The Government does not assume the duty to search for data to cure the problems it finds in the information provided by the offeror. The burden of providing thorough and complete past performance information remains with the offerors. Additionally, the Government is not responsible for tracking down missing surveys.

SURVEYS:

Use Form (2) Offerors
shall contact their past performance references and request that each complete the past performance evaluation questionnaire provided in Section J of this solicitation. Offerors shall ensure their customers **FAX** the completed questionnaire **directly** to:

To: Carol A. Montgomery
FAX : (732) 323-7408

QUESTIONNAIRES ARE DUE BY CLOSING DATE OF SOLICITATION.

Offerors shall include a list of the contacted references in Volume I. Notification will be made within 10 working days after the closing date of the solicitation, to any offeror whose references have not responded to the past performance questionnaire.

NOTE: FIRMS LACKING ANY RELEVANT PAST PERFORMANCE HISTORY SHALL RECEIVE A “ NEUTRAL” EVALUATION FOR PAST PERFORMANCE.

Evaluation of past performance will be based on consideration of all relevant facts and circumstances. The Government will focus on information that demonstrates:

Quality of Service: quality of performance relative to the size and complexity of the procurement under consideration, compliance with contract requirements, appropriateness of personnel.

Business Relations: effective management, flexibility, pro-active attitude, prompt notification of problems, effective contractor recommended solutions, compliance with clause 52.219-8 if applicable (subcontracting \$s, number of SB and SDB and WOB concerns for subcontracts and purchased parts, record of timely payment) / 52.219-9 (SB/SDB Subcontracting Plan).

Customer Satisfaction: satisfaction of end user with the offeror's service.

Volume II

Cover

See above - GENERAL INSTRUCTIONS

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See above - GENERAL INSTRUCTIONS

Pages 1-2: Executive Summary

A concise summary of the specific strengths provided by the offeror. If utilizing subcontractors, use page 2b to list all proposed subcontractors, their address, telephone number and point of contact, as well as a percentage of total effort for which they are proposed for the fixed price portion of the effort.

FACTOR II – TECHNICAL (Pages 3 - 99)

Subfactor – Technical Approach

Describe assignment of incoming work, processes to be implemented, identify any planned process improvements; explain steps to be taken to assure quality and timeliness standards are met for each of the following:

Manage Material Services

- Manage Programs
- Update Database
- Determine Material Requirements
- Forecast Material
- Provide Material Status
- Maintain Financial Records
- Provide Technical and Administrative Support

- Material Management
- Acquiring Material
- Receive Function
- Manage Inventory

Demonstrate possession of ISO-9001 (1994), ISO-9002(1994) or ISO-9001(2000) registration from a Registrar accredited by the American National Standards Institute Registration Accreditation Board (ANSI-RAB) for services covered under the PWS. In the event that the offeror is registered to perform a broad range of services and the certificate does not specify registration for the services (covered under the PWS), a letter from the registrar stating that the offeror is registered for the required services shall be provided in addition to the certificate. If an offeror is registered for the services as part of a parent company's registration and the certificate does not specify this, a letter from the registrar stating the offeror was registered to perform such services as part of the parent company registration shall be provided in addition to the certificate.

If you cannot demonstrate possession of certification, but are in the process of acquiring certification/registration, provide a letter from the independent registrar addressing anticipated certification date.

Further, the offeror shall address its ability and its plan to conform to the requirements of ISO 9002 for the services identified in the performance work statement on or before two working days after date of award.

SUBFACTOR – STAFFING PLAN (Pages 100 - 146)

Page 100: Staffing Matrix (Use form 3) . If additional pages are required number them 100a, 100b etc.

Page 101: Provide an organizational chart for the staffing matrix.

Page 102: Provide a work schedule for the staffing matrix.

Page 103: Provide Productivity Factors: Calculate the productivity factors for the estimated workload for each requirement, given the staffing plan. If additional pages are required number them 103a, 103b, etc.

Pages 104-113: Relationship to Technical Approach: Describe relationship between staffing matrix and technical approach with an emphasis on the realism between the technical steps and the resource allocation.

Pages 114-116: Management: Explain supervisor to worker ratios and adequacy of management and supervision.

Pages 117-136: Personnel Resumes (Use Form 4): Provide up to ten resumes that best represent the actual personnel that will be assigned to the contract. The resumes should be in as many different labor categories as possible, and be proportional to the proposed allocation of hours to different labor categories.

Page 137: Position Descriptions (Use Form 5): Provide for each labor category shown on the Staffing Matrix. For additional pages use 137a, 137b, etc.

Pages 138-145: Recruitment, Retention and Training Plan: Discuss ability to hire personnel qualifying for the Position Description at the rates proposed (do not reveal actual hourly rates proposed, use percentage relationships between actual rates and proposed rates). Discuss ability to retain required skill, knowledge and abilities. Include all direct and indirect training and education programs.

Pages 146: Staffing Realism (Use Form 6): If additional pages are required, number them 146a, 146b etc.

SUBFACTOR – MANAGEMENT PLAN (pages 147-181)

Pages 147-158: Quality Control Program: Discuss methods, responsibilities, reports and resolution actions in accordance with C1.5.6. Include ability to reduce Government QA through effective QCP, and discuss ability to implement and conform to ISO requirements. Include a draft Quality Manual (the draft QM will not be included in the page count for the QCP proposal submission).

Pages: 159-160: Business Organization Plan: Discuss lines of accountability, authority to solve problems and expend resources, and ability to be flexible with changing requirements.

Pages: 161-165: Support Services Plan: Discuss subcontractor management, vendor management, reason for support services and rationale for percentage of work to be performed by each subcontractor.

Pages:166-168: Strike Contingency Plan: Discus labor relation processes to avoid strikes, process for performance during strikes and history of performance during strikes.

Pages:169-181: Transition and Phase In Plan: Include schedules and milestones, initial training, task management and quality control, organizational structure and management control, implementation of right of first refusal, out year transitions, and contract termination transition.

SUBFACTOR - EXTENT OF SMALL AND SMALL DISADVANTAGED
BUSINESS (SB/SDB) PARTICIPATION IN CONTRACT
PERFORMANCE (PAGES 182 - 185)

The offerors shall provide the following information:

Page: 182 A listing by name of the small and SDB concerns that will be part of the team along with the specific commodity or service that each concern will provide.

Page: 183 A discussion of the extent of the participation of small and SDB concerns, in terms of their contribution (in terms of dollars/hours), compared to total acquisition.

Pages: 184 - 185 The contractor should discuss actions taken that reflect the degree of commitment to small business program as identified by special initiatives or participation in special government program.

PRICE/COST

Volume III

Cover

See above for instructions

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See above for instructions

Body

Page 1-3: Overview: Provide any information which would prove helpful in the evaluation of the price/cost proposal such as, but not limited to: specific information on cost elements, general information on subcontractors proposed, Defense Contract Audit Agency point of contact and address (for both offeror and any subcontractors), DCMC point of contact and address (for both offeror and any subcontractors), etc.

Unlimited: Cost Summary Information: Use Form (7).

Unlimited: Schedule B: Provide a completed Schedule B.

Unlimited: Provide cost and price data to support the cost proposal. At a minimum, the data should include, but not be limited to: Hours and dollars per labor category, indirect rates for fringe benefits, overhead and general and administrative expenses, other direct costs, other indirect costs, fee/profit percentage and dollar (a complete cost build up) for the base period and each option period. The data should be separated and appropriate for both the FFP and the IDIQ requirements.

Unlimited pages: Provide Direct Labor Cost Matrix. Use Form (8). Show labor category, applicable DOL category, minimum DOL Wage rate for each proposed labor category, proposed direct pay per hour and per annum.

Unlimited pages: Provide labor rate verification. Include any Letters of Contingency Hire, signed, dated and identifying proposed salary, and/or payroll stubs for personnel proposed etc.

Unlimited pages: Other Direct Costs Matrix: Use Form (9). Provide a matrix of costs and basis for the proposed.

Unlimited pages: Provide Financial Data for Staffing Realism. Use Form (10).

Unlimited pages: Provide the company's compensation plan.

B. 1. GENERAL

SUBCONTRACTING PLAN:

The subcontracting plan will not be subject to the qualitative rating/risk assessment evaluation, but will be evaluated on an "approved/disapproved" basis by the Small Business Deputy. Submit the plan in accordance

with FAR 52.219-9. The plan shall include all 11 items cited in FAR Clause 52.219-9, subparagraph d (1) through (11). NOTE: APPLICABLE TO ONLY LARGE BUSINESS CONCERNS: At least 5% of the total proposed contract dollar amount for the basic contract (and for each option) shall be subcontracted to SDB concerns.

TECHNICAL PROPOSAL:

The technical proposal submitted in accordance with the requirements defined herein must clearly demonstrate that the offeror has a thorough understanding of the requirement as detailed in the PWS. Statements that the offeror understands, can or will meet the requirements of the PWS or parts thereof, will be considered inadequate. Statements paraphrasing the PWS or parts thereof, will be considered inadequate. Phrases such as “standard procedures will be used” or “well-known techniques will be employed” will also be considered inadequate. The ability of the offeror to present a technically complete, clear, coherent and legible proposal shall be indicative of the offeror’s ability to provide the high quality services that will be necessary to complete the contract. Past Performance will be subject to a risk assessment evaluation. Technical proposals will be subject to a qualitative rating/risk assessment evaluation.

2. EVALUATION FACTORS

(a) The proposals submitted in response to this solicitation must be clearly presented with sufficient information to allow evaluation of the requirements (FACTORS/SUBFACTORS) stated herein.

I FACTOR: Past Performance

1. Quality of Services
2. Business Relations
3. Customer Satisfaction

II FACTOR: Technical

1. Technical Approach
2. Staffing Plan
3. Management Plan
4. Extent of Small and Small Disadvantaged Business Participation in Contract Performance

THE FACTOR OF PAST PERFORMANCE IS THE MOST IMPORTANT FACTOR. SUBFACTORS 1, 2, AND 3 WITHIN THE FACTOR OF PAST PERFORMANCE ARE OF EQUAL IMPORTANCE TO EACH OTHER. THE FACTOR OF TECHNICAL IS SLIGHTLY LESS IMPORTANT THAN THE FACTOR OF PAST PERFORMANCE. SUBFACTORS 1, 2, 3 AND 4 WITHIN THE FACTOR OF TECHNICAL ARE IN DESCENDING ORDER OF IMPORTANCE.

(b) Price/Cost Factor: Although Price/Cost is less important than the factors of Past Performance and Technical combined, it is an important factor and should not be ignored. The degree of its importance will increase with the degree of equality of the proposals in relation to the other factors on which selection is based.

(c) Selection of Private Sector Contractor: Selection of a private sector contractor will be based on which private sector proposal offers the best value to the Government in terms of Past Performance, Technical and Price rather than to the offeror whose proposal offers the lowest price. The Government reserves the right to judge which proposal offers the greatest value to the Government. Selection will be made on the basis of the proposal from the responsible offeror whose offer, conforming to the solicitation, is determined to be most advantageous to the Government considering Past Performance, and Technical.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 The following solicitation provisions are hereby incorporated by reference:

<u>Number</u>	<u>Title and Date</u>
52.217-5	EVALUATION OF OPTIONS (JUL 1990)
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

M.2 SINGLE AWARD

As this solicitation is being conducted in accordance with the Office of Management and Budget (OMB) Circular No. A-76 Revised Supplemental Handbook, the Government intends to select a single best value private sector offeror for the purpose of comparison with the Government on this Commercial Activity Study. In the case of contract award, the Government reserves the right to make a single award to the private sector offeror that is considered to be in the best interest of the Government, price and other factors considered.

M.27 GREATEST VALUE EVALUATION

The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government considering Past Performance and Technical and Price. The offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas identified which affects the evaluation factors for award.

EVALUATION FACTORS

I PAST PERFORMANCE

1. Quality of Service
2. Business Relations
3. Customer Satisfaction

II TECHNICAL

1. Technical Approach
2. Staffing Plan
3. Management Plan
4. Extent of Small and Small Disadvantaged Business Participation in Contract Performance

THE FACTOR OF PAST PERFORMANCE IS THE MOST IMPORTANT FACTOR. SUBFACTORS 1, 2, AND 3 WITHIN THE FACTOR OF PAST PERFORMANCE ARE OF EQUAL IMPORTANCE TO EACH OTHER. THE FACTOR OF TECHNICAL IS SLIGHTLY LESS IMPORTANT THAN THE FACTOR OF PAST PERFORMANCE. SUBFACTORS 1, 2, 3 AND 4 WITHIN THE FACTOR OF TECHNICAL ARE IN DESCENDING ORDER OF IMPORTANCE.

IV. PRICE/COST

Although Price is of less importance than the factors of Past Performance and Technical combined, it is an important factor and should not be ignored. The degree of its importance will increase with the degree of equality of the proposals in relation to the other factors on which selection is based. Furthermore, price will be evaluated on the basis of cost realism. Cost realism pertains to the offeror's ability to project costs which are realistic and reasonable and which indicate that the offeror understands the nature and scope of the work to be performed.

The Government may select the greatest value offer on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a price and technical standpoint, as well as a complete past performance submission. However, if considered necessary by the Contracting Officer, discussions will be conducted with a number of offerors whose proposals will permit an efficient competition among those proposals rated most highly.

The Government reserves the right to select an offeror other than the lowest priced offeror if the Contracting Officer determines that to do so would result in the greatest value to the Government.